Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: AFB A&E Media Tech Liabilty SERFF Tr Num: BEAZ-125598640 State: Arkansas

Insurance Program

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #10072 \$50

Made/Occurrence

Sub-TOI: 17.0019 Professional Errors & Co Tr Num: BICI0044-AR State Status: Fees verified and

Omissions Liability received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Authors: Nancy Wilson, Renata Disposition Date: 05/23/2008 Wright, Laura Maragnano, Evelyn

Perran, Monique Herold, Camily

Arjona

Date Submitted: 04/08/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending

Project Number: BICI0044-AR Domicile Status Comments: Filed

simultaneously.

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 05/23/2008

State Status Changed: 05/23/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

The attached forms are submitted in connection with the AFB Architects & Engineers Media Tech Liability Insurance Program and are optional.

Company and Contact

Filing Contact Information

Nancy Wilson, Sr. Compliance Analyst nancy.wilson@beazley.com 30 Batterson Park Road (860) 677-3743 [Phone] Farmington, CT 06032 (860) 679-0247[FAX]

Filing Company Information

Beazley Insurance Company, Inc.

CoCode: 37540

State of Domicile: Connecticut

Group Code:

Company Type: Property and

Casualty

Farmington, CT 06032 Group Name: N/A State ID Number:

(860) 677-3700 ext. [Phone] FEIN Number: 04-2656602

Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Beazley Insurance Company, Inc. \$0.00 04/08/2008

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved Edith Roberts 05/23/2008 05/23/2008

Objection Letters and Response Letters

Objection	Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted	
Pending Industry Response	Edith Roberts	05/07/2008	05/07/2008	Renata Wright	05/08/2008	05/08/2008	
Pending Industry Response	Edith Roberts	04/16/2008	04/16/2008	Renata Wright	04/22/2008	04/22/2008	
Pending Industry Response	Edith Roberts	04/16/2008	04/16/2008	Renata Wright	04/22/2008	04/22/2008	

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Disposition

Disposition Date: 05/23/2008

Effective Date (New): Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	&Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Authorization Letter	Approved	Yes
Supporting Document	Arkansas Consent Form BICMU00210506AR	Approved	Yes
Supporting Document	Arkansas Amendatory Endorsement	Approved	Yes
Form	AFB A&E Media Tech Renewal Certificate	Approved	Yes
Form	Completed Project Exclusion	Approved	Yes
Form	Completed Condominium Project Exclusion	Approved	Yes
Form	Testing of Welds Exclusion	Approved	Yes
Form	Insurer Insolvency	Approved	Yes
Form	Discretionary Authority Exclusion	Approved	Yes
Form	Per Claim Limit of Liability Applicable To Operations in the United Kingdom	Approved	Yes
Form	Amend Insured to Include Scheduled Entity	Approved	Yes
Form	Amend Retroactive Date, Limits and Deductibles for Scheduled Insured(s)	Approved	Yes
Form	Amend Retroactive Date, Limits and Deductibles for Scheduled Insured(s)	Approved	Yes
Form	Privacy Liability Endorsement	Approved	Yes
Form	Amend Professional Services To Include Land Acquisition	Approved	Yes
Form	Separate Deductible For Prior Acts	Approved	Yes
Form	Electromagnetic Field and Radiation Exclusion	Approved	Yes
Form	Each Claim Deductible in Addition To Aggregate Deductible	Withdrawn	Yes
Form	Contractual Liability Endorsement	Approved	Yes
Form	Delete Defense, Settlement and Investigation of Claims E.	Approved	Yes

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Yes

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Form Anti-Stacking Endorsement For Services Approved Yes

By Scheduled Entity

Form Amend Insured To Include Specific Entity Approved Yes

and Project

Form Amend Prior Knowledge Exclusion Approved Yes

Form Amend Insured To Include Scheduled Approved Yes

Insured For Vicarious Liability Prior Acts

Form Amend Insured To Include Consultants Approved Yes

Pursuant to Written Contract

Form Private Enterprise Endorsement Approved Yes

Form Middle Market Endorsement Approved Yes

Form Mold Exclusion Approved

Form Directors and Officers Liability Coverage Approved Yes

Enhancement

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/07/2008 Submitted Date 05/07/2008

Respond By Date Dear Nancy Wilson,

This will acknowledge receipt of the captioned filing.

With reference to our objection on Form E00228, you replied the following:

We wish to provide you with additional information as to form E00228 012008 ed. - Each Claim Deductible in Addition to Aggregate Deductible. This form is to the benefit of the Insured. While the typical policy provides for a each claim deductible, the Insured in this case has that plus an aggegate deductible = total deductible. The Insured knows the total deductible and is able to manage their exposure.

We cannot approve a deductible on both the claims and aggregate. Please amend or withdraw.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 05/08/2008 Submitted Date 05/08/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Thank you for your response to our submission.

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

We hereby wish to withdraw form E00228 012008 ed. - Each Claim Deductible in Addition to Aggregate Deductible from any further consideration.

Your assistance is greatly appreciated.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Camily Arjona, Evelyn Perran, Laura Maragnano, Monique Herold, Nancy Wilson, Renata Wright

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/16/2008 Submitted Date 04/16/2008

Respond By Date Dear Nancy Wilson,

This will acknowledge receipt of the captioned filing.

This will supplement my first objection letter. It is not showing that a fee was received for this filing. Please advise if that is incorrect.

Thanks.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/22/2008 Submitted Date 04/22/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Please see my earlier response. Thank you.

Changed Items:

No Supporting Documents changed.

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Camily Arjona, Evelyn Perran, Laura Maragnano, Monique Herold, Nancy Wilson, Renata Wright

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/16/2008 Submitted Date 04/16/2008

Respond By Date Dear Nancy Wilson,

This will acknowledge receipt of the captioned filing.

This coverage contains defense within limits, but may be exempt under AID Order # 94-93. Please advise that the company will comply with that order requiring minimum limits of \$500,000 or greater and the execution of signed consent form by the insured, acknowledging that the limit of liability may be reduced or completely exhausted in payment of defense.

With reference to Form E00228, this form must be withdrawn as you cannot apply a per claim deductible as well as an aggregate deductible.

With reference to Form BICAE05750407, page 1, 2.c. and 3.d, contains language that the limit for the supplemental Extended Reporting Period is not increased or reinstated. This form does not comply with Ark. Code. Ann. §23-79-306 (f) which states that the limit of liability must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

Additionally, The Extended Reporting Period provisions must be in compliance with Ark. Code Ann. §23-79-306 (2-6). The policy must indicate that the insurer must provide at no additional charge an automatic sixty (60) day "basic" Extended Reporting Period upon cancellation or termination for any reason including non-payment of premium, deductibles or excess payments over the limit of liability reimbursements.

You must advise the insured of the importance of purchasing the supplemental extended reporting period endorsement and allow the insured sixty (60) days after termination for any reason, to request and pay for the optional extended reporting period endorsement pursuant to AR Code Ann. 23-79-306 (3). This coverage must be put into effect if premium is received in payment of the optional extended reporting period endorsement.

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Please feel free to contact me if you have questions.

Sincerely, Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/22/2008 Submitted Date 04/22/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Thank you for your response and speaking with me today in regards to this filing. We offer the following to your concerns:

Our Architects and Engineers product would be exempt under AID Order 94-253. The insured is required to execute the signed consent form which was previously filed and approved by your Department acknowledging that the limit of liability may be reduced or completed exhausted in payment of defense. A copy of Arkansas Consent Form, BICMU00210506AR is attached for your reference.

We wish to provide you with additional information as to form E00228 012008 ed. - Each Claim Deductible in Addition to Aggregate Deductible. This form is to the benefit of the Insured. While the typical policy provides for a each claim deductible, the Insured in this case has that plus an aggegate deductible = total deductible. The Insured knows the total deductible and is able to manage their exposure.

We hereby wish to withdraw form BICAE05750407 - Per Claim Limit of Liability Applicable to Operations in the United Kingdom.

Enclosed is a copy of our filed and approved Arkansas Amendatory Endorsement - BICAE00971105AR which addresses the ERP concerns.

We apologize for not including the fee with this filing. This filing was made by an outside vendor on our behalf. A check in the amount of \$50 will be sent to you shortly.

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

I hope this amendment will allow you to continue your review of our submission. Should you have any questions or additional concerns, please feel free to contact me.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Arkansas Consent Form BICMU00210506AR

Comment:

Satisfied -Name: Arkansas Amendatory Endorsement

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Camily Arjona, Evelyn Perran, Laura Maragnano, Monique Herold, Nancy Wilson, Renata Wright

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	AFB A&E Media Tech Renewal Certificate	BICAE000 20108		Certificate Replaced	Replaced Form # BICAE0021106 Previous Filing #: BICI-AE-AR-02		BICAE00020 108.pdf
Approved	Completed Project Exclusion	BICAE057 00207	7	Endorseme New nt/Amendm ent/Conditi ons		0.00	BICAE05700 207.pdf
Approved	Completed Condominium Project Exclusion	BICAE057 10207	7	Endorseme New nt/Amendm ent/Conditi ons		0.00	BICAE05710 207.pdf
Approved	Testing of Welds Exclusion	BICAE057 20307	7	Endorseme New nt/Amendm ent/Conditi ons		0.00	BICAE05720 307.pdf
Approved	Insurer Insolvency	BICAE057 30307	7	Endorseme New nt/Amendm ent/Conditi ons		0.00	BICAE05730 307.pdf
Approved	Discretionary Authority Exclusion	BICAE057 40407	7	Endorseme New nt/Amendm ent/Conditi ons		0.00	BICAE05740 407.pdf
Approved	Per Claim Limit of Liability Applicable To Operations in the United Kingdom	50407	7	Endorseme New nt/Amendm ent/Conditi ons		0.00	BICAE05750 407.pdf
Approved	Amend Insured to Include Scheduled Entity	60707	7	Endorseme New nt/Amendm ent/Conditi		0.00	BICAE05760 707.pdf

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

r rojeci wame/w	iumber. /BIC100)44-AK			
			ons		
Approved	Amend Retroactive Date, Limits and Deductibles for Scheduled Insured(s)	BICAE057 70707	Endorseme New nt/Amendm ent/Conditi ons	0.00	BICAE05770 707.pdf
Approved	Amend Retroactive Date, Limits and Deductibles for Scheduled Insured(s)	BICAE057 80707	Endorseme New nt/Amendm ent/Conditi ons	0.00	BICAE05780 707.pdf
Approved	Privacy Liability Endorsement	BICAE057 90707	Endorseme New nt/Amendm ent/Conditi ons	0.00	BICAE05790 707.pdf
Approved	Amend Professional Services To Include Land Acquisition	BICAE058 00807	Endorseme New nt/Amendm ent/Conditi ons	0.00	BICAE05800 807.pdf
Approved	Separate Deductible For Prior Acts	E00037 092007 ed.	Endorseme New nt/Amendm ent/Conditi ons	0.00	E00037 092007 ed.pdf
Approved	Electromagnetic Field and Radiation Exclusion	E00140 102007 ed.	Endorseme New nt/Amendm ent/Conditi ons	0.00	E00140 102007 ed.pdf
Withdrawn	Each Claim Deductible in Addition To Aggregate Deductible	E00228 012008 ed	Endorseme New nt/Amendm ent/Conditi ons	0.00	E00228 012008 ed.pdf
Approved	Contractual Liability	E00256 012008	Endorseme New nt/Amendm	0.00	E00256 012008 ed

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/	Number: /BICI00	044-AR			
	Endorsement	ed.	ent/Conditi		.pdf
			ons		
Approved	Delete Defense,	E00288	Endorseme New	0.00	E00288
	Settlement and	012008	nt/Amendm		012008 ed
	Investigation of	ed.	ent/Conditi		.pdf
	Claims E.		ons		
Approved	Anti-Stacking	E00297	Endorseme New	0.00	E00297
	Endorsement For	022008	nt/Amendm		022008 ed
	Services By	ed.	ent/Conditi		.pdf
	Scheduled Entity		ons		
Approved	Amend Insured	E00340	Endorseme New	0.00	E00340
	To Include	032008	nt/Amendm		032008 ed
	Specific Entity	ed.	ent/Conditi		.pdf
	and Project		ons		
Approved	Amend Prior	E00342	Endorseme New	0.00	E00342
	Knowledge	032008	nt/Amendm		032008 ed
	Exclusion	ed.	ent/Conditi		.pdf
			ons		
Approved	Amend Insured	E00343	Endorseme New	0.00	E00343
	To Include	032008	nt/Amendm		032008 ed
	Scheduled	ed.	ent/Conditi		.pdf
	Insured For		ons		
	Vicarious Liability	•			
	Prior Acts				
Approved	Amend Insured	E00344	Endorseme New	0.00	E00344
	To Include	032008	nt/Amendm		032008 ed
	Consultants	ed.	ent/Conditi		.pdf
	Pursuant to		ons		
	Written Contract				
Approved	Private Enterprise		Endorseme New	0.00	E00369
	Endorsement	032008	nt/Amendm		032008 ed
		ed.	ent/Conditi		.pdf
			ons		
Approved	Middle Market	E00370	Endorseme New	0.00	E00370
	Endorsement	032008	nt/Amendm		032008 ed
		ed.	ent/Conditi		.pdf
			ons		

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

 Approved
 Mold Exclusion
 E00374
 Endorseme New
 0.00
 E00374

 032008
 nt/Amendm
 032008 ed

ed. ent/Conditi .pdf

ons

Approved Directors and E00388 Endorseme New 0.00 E00388

Officers Liability 042008 nt/Amendm 042008 ed

Coverage ed. ent/Conditi .pdf

Enhancement ons



RENEWAL CERTIFICATE

AFB A&E MEDIA TECH®

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD OR DURING THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. THE INSURER SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

This Renewal Certificate along with the completed and signed **Application** and the expiring Policy with endorsements shall constitute the contract between the **Insureds** and the Insurer. This Policy shall renew on the same terms, conditions and limitations as the expiring policy except as set forth below.

Insurer: Beazley Insurance Company, Inc.

Expiring Policy Number: {Response}

Renewal Policy Number: {Response}

Item 1. Named Insured: {Response}

Address: {Response}

Item 2. Policy Period: {Response}

From: {Response}

To: {Response}

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

Item 3. Limit of Liability:

- (a) \${Response} Each Claim includes Claims Expenses
- (b) \${Response} Aggregate for the **Policy Period** includes **Claims Expenses**



Item 4.	Deductible:				
	\${Response} Each Clai	m Deductible – includes Claims E	xpenses		
Item 5.	Premium:	\${Response}			
Item 6.	Retroactive Date:	{Response}			
Item 7.	Multimedia and Advert Purchased If the Policy shall apply. Not Purchased If Policy shall not apply.	this box is checked then Insuring	Option: greements C., D., E. and F. of this Agreements C., D., E. and F. of this		
Item 8.	If no box is checked, then Insuring Agreements C., D., E. and F. of this Policy shall not apply. Notification under this Policy: (a) Notification pursuant to Clause XII. shall be given to: McCullough, Campbell & Lane 205 North Michigan Avenue Suite 4100 Chicago, IL 60601-5925 Attn: David Joslyn Tel: (312) 923-4000 Fax: (312) 923-4329 Email: beazleyclaims@MCandL.com (b) All other notices under this Policy shall be given to: Beazley Insurance Company, Inc. {Insurer's current address} Tel: {Insurer's current telephone #} Fax: {Insurer's current Fax#}				
Item 9.	Endorsements added a {Response} Endorsements deleted {Response}				



The Insurer has caused this Renewal Certificate to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

[Signature]			
Authoriz	zed Representative		Date		
[Signature]]	Signature]
Secreta	ry		Preside	nt	

COMPLETED PROJECT EXCLUSION

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH® INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following is added to Clause VI. Exclusions Applicable to all Insuring Clauses:

Completed Projects

arising out of any project to develop or improve real property, or any project to alter in any way an existing improvement(s) to real property, or any project intending to do the same, where such **Claim** is first made more than one year (365 days) after the earliest of the following dates:

- 1. the substantial completion of the project, in that the development, alteration or improvement, or some self-sufficient unit therein, can be used for the purpose for which it was constructed;
- 2. the issuance of any certificate of occupancy for the project, or portion thereof, other than the issuance of a temporary certificate of occupancy, or
- 3. abandonment of the project by the owner or developer.

All other terms and conditions of this Policy remain uncha	nged.
	Authorized Representative

BICAE05700207 Page 1 of 1

COMPLETED CONDOMINIUM PROJECT EXCLUSION

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH® INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following is added to Clause VI. Exclusions Applicable to all Insuring Clauses:

Completed Projects

arising out of any real project to develop, improve or alter an existing improvement of real property, or any project intending to do the same, which intends to result in a scheme of ownership of real property comprised of units that may be owned by one or more persons and in which there is appurtenant to each unit an undivided share in common elements where such **Claim** is first made more than one year (365 days) past the earliest of the following dates:

- 1. the substantial completion of the project, in that the development, alteration or improvement, or some self-sufficient unit therein, can be used for the purpose for which it was constructed;
- 2. the issuance of any certificate of occupancy for the project, or portion thereof, other than the issuance of a temporary certificate of occupancy; or
- 3. abandonment of the project by the owner or developer.

All other terms and conditions of this Policy remain unch	anged.
	Authorized Representative

BICAE05710207 Page 1 of 1

TESTING OF WELDS EXCLUSION

This endorsement modifies insurance provided under the following:

AFB	A&E	MEDIA	TECH ®
------------	-----	--------------	---------------

In consideration of the premium charged for the Police coverage under this Insurance does not apply to Dam resulting from any Claim alleging any act, error or omis welds, weld certification or the testing of structural steel.	ages or Claims Expenses in connection with or
All other terms and conditions of this Policy remain unch	anged.
	Authorized Representative

BICAE05720307 Page 1 of 1

INSURER INSOLVENCY

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH® INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in the event that slick is declared insolvent by a court of competent jurisdiction and, as a result, is unable to make payment in accordance with this Policy any policy benefits that would have been payable by slick in accordance with the terms of this Policy.

All other terms and conditions of this Policy remain unch	anged.
	Authorized Representative

BICAE05730307 Page 1 of 1

DISCRETIONARY AUTHORITY EXCLUSION

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®
In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to Damages or Claims Expenses in connection with or resulting from any Claim arising out of or resulting from any service where the Insured has been given any discretionary authority to make and/or implement decisions.
All other terms and conditions of this Policy remain unchanged.

Authorized Representative

BICAE05740407 Page 1 of 1

PER CLAIM LIMIT OF LIABILITY APPLICABLE TO OPERATIONS IN THE UNITED KINGDOM

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®

In consideration of the premium charged for this Policy, it is hereby understood and agreed that in event the Aggregate Limit of Liability stated in Item 3.(b) of the Declarations is fully exhausted by payment by Underwriters of **Damages** and/or **Claims Expenses**, then Underwriters agree to provide a separate and distinct limit of liability with respect to the coverage afforded pursuant to Insuring Agreement A. of this Policy solely in respect of any subsequent **Claim** or **Claims** first made against the **Insured** during the **Policy Period** which are made after the Aggregate Limit of Liability stated in Item 3.(b) of the Declarations is fully exhausted by actual payment of **Damages** and/or **Claims Expenses**, provided such subsequent **Claim** or **Claims** are brought and maintained against the **Insured** in The United Kingdom in respect of **Professional Services** rendered or failed to be rendered by or on behalf of the **Insured Organization** in The United Kingdom. In consideration of the foregoing, the following amended terms and conditions shall apply as of the date the Aggregate Limit of Liability stated in Item 3.(b) of the Declarations is fully exhausted by actual payment of **Damages** and/or **Claims Expenses**:

- 1) Item 3. Limit of Liability of the Declarations is deleted in its entirety and replaced with the following:
 - (a) \$<Each Claim> Each Claim includes Claims Expenses
- 2) Clause **IX. LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:
 - A. The Limit of Liability stated in Item 3.(a) of the Declarations for "Each Claim" is the limit of the Underwriters' liability for all Damages and Claims Expenses arising out of each Claim.
 - B. Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase any of the Limits of Liability.
 - C. The Limit of Liability for the **Optional Extension Period** shall not exceed in the aggregate for all **Claims** an amount equal to the Limit of Liability stated in Item 3.(a) of the Declarations.
- 3) Clause **XIII. OPTIONAL EXTENSION PERIOD** D. is deleted in its entirety and replaced with the following:
 - D. The Limit of Liability for the **Optional Extension Period** shall not exceed in the aggregate for all **Claims** an amount equal to the Limit of Liability stated in Item 3.(a) of the Declarations.

BICAE05750407 Page 1 of 2

All other terms and conditions of this Policy remain uncl	hanged.
	Authorized Representative

BICAE05750407 Page 2 of 2

AMEND INSURED TO INCLUDE SCHEDULED ENTITY

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®
In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. The Insured and the Insured Organization is amended to include the following entity:
<spcentity></spcentity>
but only for Claims that are brought and maintained against such Insured in respect of Professional Services rendered or failed to be rendered for the Insured Organization .
All other terms and conditions of this Policy remain unchanged.
Authorized Representative

BICAE05760707 Page 1 of 1

AMEND RETROACTIVE DATE, LIMITS AND DEDUCTIBLE FOR SCHEDULED INSURED(S)

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH® POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that with respect to each **Insured** scheduled below:

<SpcEnty>

- 1. Item 3. of the Declarations is deleted and replaced with the following:
 - Item 3. Limit of Liability:
 - (a) \$<Insured Per Claim Limit> Each Claim includes Claims Expenses
 - (b) \$<Insured Aggregate Limit> Aggregate for the Policy Period includes Claims Expenses
- 2. Item 4. of the Declarations is deleted and replaced with the following:

Item 4. Deductible:

\$<Insured Per Claim Ded> Each Claim Deductible – includes Claims Expenses

3. Item 6. of the Declarations is deleted and replaced with the applicable Retroactive Date scheduled below:

Item 6. Retroactive Date:

<Special Retroactive Date>

BICAE05770707 Page 1 of 2

Authorized Representative	

BICAE05770707 Page 2 of 2

AMEND RETROACTIVE DATE, LIMITS AND DEDUCTIBLE FOR SCHEDULED INSURED(S)

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH® POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that with respect to each **Insured** scheduled below:

<Spc Entities>

- 1. Item 3. of the Declarations is deleted and replaced with the following:
 - Item 3. Limit of Liability:
 - (a) \$<EachClaimLimit> Each Claim includes Claims Expenses
 - (b) \$<AggregateLimit> Aggregate for the Policy Period includes Claims Expenses
- 2. Item 4. of the Declarations is deleted and replaced with the following:

Item 4. Deductible:

\$<EachClaimDeductible> Each Claim Deductible – includes Claims Expenses

3. Item 6. of the Declarations is deleted and replaced with the applicable Retroactive Date scheduled below:

Item 6. Retroactive Date:

<SpcRetroDate>

BICAE05780707 Page 1 of 2

Authorized Representative	

BICAE05780707 Page 2 of 2

PRIVACY LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- 1) Clause **I. INSURING AGREEMENTS** E. is deleted in its entirety and replaced with the following:
 - E. Computer Network Security and Privacy Coverage
 - 1. Computer Network Security Coverage

To pay on behalf of the **Insured**:

Damages and Claims Expenses, in excess of the Each Claim Deductible, which the Insured shall become legally obligated to pay because of any Claim first made against any Insured and reported to Underwriters during the Policy Period or Optional Extension Period (if applicable) arising out of any act, error or omission on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the Policy Period in the course of providing or managing Computer Systems security by the Insured or by any person, including an independent contractor, for whose act, error or omission the Insured Organization is legally responsible that results in:

- (a) the inability of a third party, who is authorized to do so, to gain access to **Computer Systems** or your **Technology Based Services**;
- (b) the failure to prevent Unauthorized Access to Computer Systems that results in:
 - (1) the destruction, deletion or corruption of electronic data on **Computer Systems**;
 - (2) Theft of Data from Computer Systems; or
 - (3) denial of service attacks against Internet sites or computers; or
- (c) the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computers and systems.

2. Privacy Liability

To pay on behalf of the **Insured**:

Damages and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim**, including a **Claim** for violation of a privacy law, first made against any **Insured** and reported to Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) for:

(a) theft or misuse of Personally Identifiable Non-Public Information or Third Party Corporate Information that is in the care, custody or control of the Insured Organization, or an independent contractor that is holding or processing such

BICAE05790707 Page 1 of 4

- information on behalf of the **Insured Organization**; provided such theft or misuse must take place on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period**;
- (b) the Insured Organization's failure to timely disclose a Security Breach in violation of any Breach of Notice Law; provided such Security Breach must take place on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the Policy Period;
- (c) failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - (1) prevents or prohibits improper or intrusive collection of **Personally Identifiable Non-Public Information** from a person;
 - (2) requires notice to a person of the Insured Organization's collection or use of, or the nature of the collection or use of his or her Personally Identifiable Non-Public Information;
 - (3) provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) the **Insured Organization's** collection or use his or her **Personally Identifiable Non-Public Information**;
 - (4) prohibits or restricts the Insured Organization's disclosure, sharing or selling of a person's Personally Identifiable Non-Public Information;
 - (5) requires the Insured Organization to provide access to Personally Identifiable Non-Public Information or to correct incomplete or inaccurate Personally Identifiable Non-Public Information after a request is made by a person; or
 - (6) mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;

provided the acts, errors or omissions that constitute such failure to comply with a **Privacy Policy** must take place on or after the Retroactive Date set forth in Item 6. of the Declarations and before then end of the **Policy Period**, and the **Insured Organization** must, at the time of such acts, errors or omissions have in force a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Provided Insuring Clauses I.A., I.B., I.C., I.D., I.E. and I.F. of this Policy shall not apply to any **Claim** for or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of the **Insured Organization**.

- 2) Clause VII. EXCLUSIONS APPLICABLE TO INSURING CLAUSES I.C., I.D., I.E. AND I.F. is amended by deleting Exclusion H. and replacing as follows and the addition of the following:
 - H. For or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, violation of consumer protection laws (except consumer privacy protection laws) or false, deceptive or unfair trade practices or false or deceptive or misleading advertising;

BICAE05790707 Page 2 of 4

- X. With respect to coverage provided under Insuring Agreement E.2 (Privacy Liability), arising out of or resulting from:
 - 1. the distribution of unsolicited email, direct mail, or facsimiles;
 - 2. telemarketing; or
 - 3. the collection of information by means of electronic "spiders", "spybots", "spyware" or similar means, wire tapping or bugging, video cameras, or radio frequency identification tags:
- Y. With respect to coverage provided under Insuring Agreement E.2 (Privacy Liability):
 - 1. against any individual **Insured** if the **Claim** arises out of or results from any intentional violation of a **Privacy Policy** if committed by such **Insured** or by others if the **Insured** colluded or participated in any such conduct or activity;
 - against the Insured Organization if the Claim arises out of or results from any intentional violation of a Privacy Policy, if committed by any of the Insured Organization's principals, directors, officers, partners, or trustees or any person in participation or collusion with any of the Insured Organization's principals, directors, officers, partners, or trustees.
- 3) Clause **VIII. DEFINITIONS** is amended by the addition of the following:
 - AA. "Breach of Notice Law" means any state, federal or foreign statute or regulation that requires notice to persons whose Personally Identifiable Non-Public Information was accessed or may reasonably have been accessed by an unauthorized person.
 - BB. "Personally Identifiable Non-Public Information" means an individual's name in combination with one or more of the following:
 - 1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
 - medical or heath care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or
 - 3. the individuals social security number, drivers license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the individual's financial account information.
 - CC. "Privacy Policy" means the internal or publicly accessible written documents that set forth the Insured Organization's policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, Personally Identifiable Non-Public Information.
 - DD. **Third Party Corporate Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the **Insured** subject to a mutually executed written confidentiality agreement or marked "confidential" in writing by such third party.

BICAE05790707 Page 3 of 4

EE.	"Security Breach" Computer Systems Generally distributed repeated Security deemed to have occ	s by Malicious of s, whether any of d attack. A series Breaches shall b	Code or transmis the foregoing is s of continuing Se e considered a s	ssion of Malicious specifically targete ecurity Breaches ingle Security Br	s Code from ed attack or a or related or
All other terms	and conditions of this	Policy remain unc	hanged.		
			Authorized Repr	esentative	

BICAE05790707 Page 4 of 4

AMEND PROFESSIONAL SERVICES TO INCLUDE LAND ACQUISITION

This endorsement modifies insurance provided under the following:

			TECH [®]		
AHK	$\Delta X \vdash$	MHI)IA	1 F (; H ·	POI	I(: Y

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause VIII Definitions T. "**Professional Services**" is amended to include the following:

Land acquisition, but only to the extent that such acquisition is an ancillary service in the performance of **Professional Services**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

BICAE05800807 Page 1 of 1

SEPARATE DEDUCTIBLE FOR PRIOR ACTS

This endorsement modifies insurance provided under the following:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely with respect to **Claims** for any acts, errors or omissions or any **Pollution Condition** occurred prior to **<Prior Acts Date>** and for which coverage is otherwise provided by this Policy, Item 4. of the Declarations is deleted and replaced with the following:

Item 4.	Deductible:	<prior acts="" deductible=""></prior>	Each Claim deductible – includes Claims Expenses
All othe	r terms and cond	ditions of this Policy remain unch	anged.
			Authorized Representative

ELECTROMAGNETIC FIELD AND RADIATION EXCLUSION

This endorsement modifies insurance provided under the following:

	AFB A&E MEDIA	A TECH [®] INSUI	RANCE POLICY
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n consideration of the premium charged for the Policy, it is hereby understood and agreed that Claus II. Exclusions Applicable To Insuring Clauses I.C., I.D., I.E. and I.F., K. Electromagnetic Field and Radiation is amended to apply to all Insuring Clauses.	
Il other terms and conditions of this Policy remain unchanged.	
Authorized Representative	_

EACH CLAIM DEDUCTIBLE IN ADDITION TO AGGREGATE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 4. Deductible. of the Declarations is hereby deleted and replaced with the following:

- Item 4. The following deductibles shall apply to each **Claim** in the following order to achieve a Total Deductible:
 - (a) Each Claim Deductible: < Each Claim Deductible > Includes Claims Expenses
 - (b) Aggregate Deductible: <Second Each Claim Deductible> applies to any Claim in excess of the Each Claim Deductible subject to an aggregate deductible of <Aggregate Deductible> for all Claims. Any applicable Claim(s) shall cumulatively erode the Aggregate Deductible until it is exhausted.

Total Deductible shall be the sum of the Each **Claim** Deductible plus the Aggregate Deductible, if applicable. The Total Deductible for any **Claim** made subsequent to the exhaustion of the Aggregate Deductible shall be the Each **Claim** Deductible.

All other terms and conditions of this Policy remain unc	hanged.
	Authorized Representative

CONTRACTUAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause VI. Exclusions Applicable To All Insuring Agreements F. is deleted and replaced with the following:

F. Assumption of Contractual Liability of Others

arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except:

- 1. with respect to Insuring Clause I.F. for liability **Assumed under Contract**; or
- 2. to the extent the **Insured** would have been liable in the absence of such contract or agreement;

Provided, that this exclusion shall not apply, and insurance afforded by this Policy shall apply also to the liability assumed by the Named Insured under contract with <Entity>; provided, that such liability results from an error, omission or negligent act of the Named Insured, its officers, agents, employees or subcontractors

All other terms and conditions of this Policy remain unch	anged.
	Authorized Representative

DELETE DEFENSE, SETTLEMENT AND INVESTIGATION OF CLAIMS E.

This endorsement modifies insurance provided under the following:

inis endorsement modifies insurance provided under the following:
AFB A&E MEDIA TECH®
In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS E. is deleted in its entirety.
All other terms and conditions of this Policy remain unchanged.

ANTI-STACKING ENDORSEMENT FOR SERVICES BY SCHEDULED ENTITY

This endorsement modifies insurance provided under the following:

			R
ΔFR	ΔRF	MEDIA	∖ TECH [®]

In c	onsideratio	n of th	ie premium	charged	for the	Policy,	it is	hereby	understood	and	agreed
notwi	ithstanding	anythin	g to the co	ntrary conf	tained ir	this Po	licy, in	the eve	nt a Claim	arising	out o
Profe	essional S	ervices	provided by	/ <entities< th=""><th>trigger</th><th>s covera</th><th>ge und</th><th>ler this F</th><th>Policy and un</th><th>der an</th><th>y othe</th></entities<>	trigger	s covera	ge und	ler this F	Policy and un	der an	y othe
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All other terms and conditions of this Policy remain unchanged.

AMEND INSURED TO INCLUDE SPECIFIC ENTITY AND PROJECT

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH	" POI	1CV

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. THE INSURED AND INSURED ORGANIZATION is amended to include the following entity:

<Entities>

but only for **Damages** and **Claims Expenses** arising out of any negligent act, error or omission in rendering or failing to render **Professional Services** in connection with the following project or contract:

<specific project=""></specific>	
All other terms and conditions of this Policy remain unchanged.	

AMEND PRIOR KNOWLEDGE EXCLUSION

This endorsement modifies insurance provided under the following:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause VI. Exclusions Applicable To All Insuring Agreements B.1.a. is deleted and replaced with the following:

a.		ization on or before the inception date knew or error or omission or Pollution Condition might be
All othe	r terms and conditions of this Policy remain unch	anged.
		Authorized Representative

AMEND INSURED TO INCLUDE SCHEDULED INSURED FOR VICARIOUS LIABILITY FOR PRIOR ACTS

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. Clause IV. THE INSURED AND THE INSURED ORGANIZATION is amended to include the following person(s) or entity(ies) (each an "Additional Insured") but only with respect to such Additional Insured's vicarious liability for any Insured other than an Additional Insured scheduled below:

<Additional Person or Entity>

- 2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from any actual or alleged act, error or omission or **Pollution Condition**:
 - a. committed by any Additional Insured; or
 - b. which took place or is alleged to have taken place, in whole or in part, after **<Date>**

All other terms and conditions of this Policy remain unchanged.

AMEND INSURED TO INCLUDE CONSULTANTS PURSUANT TO WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®
In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. The Insured And The Insured Organization is amend to include any individual acting as a consultant rendering Professional Services for any other Insured pursuant to a contract scheduled below:
<contract></contract>
All other terms and conditions of this Policy remain unchanged.

PRIVATE ENTERPRISE ENDORSEMENT

This endorsement modifies insurance provided under the following:

۸ER	۸ ی ⊑	MEDIA	TECH
AFD	AQL	MEDIA	IECH

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

- 1. Clause III. Defense, Settlement, And Investigation Of Claims E. is deleted.
- 2. Clause VI. Exclusions Applicable To All Insuring Clauses I. is deleted.
- 3. Clause VII. Exclusions Applicable To Insuring Clauses I.C., I.D., I.E. and I.F. A. is deleted.

All other terms and conditions of this Policy remain unchanged.

MIDDLE MARKET ENDORSEMENT

This endorsement modifies insurance provided under the following:

AFB	A&E	MEDIA	TECH ®
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In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

- 1. Clause III. Defense, Settlement, And Investigation Of Claims E. is deleted.
- 2. Clause VII. Exclusions Applicable To Insuring Clauses I.C., I.D., I.E. and I.F. A. is deleted.

All other terms and conditions of this Policy remain unchanged.

Authorized Department

MOLD EXCLUSION

This endorsement modifies insurance provided under the following:

۸ER	۸ ی ⊑	MEDIA	TECH
AFD	AQL	MEDIA	IECH

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** in whole or in part, directly or indirectly arising out of, or resulting from or on consequence of, or in any way involving the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly arises out of, or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

All other terms and conditions of this Policy remain unchange	ed.
Aut	thorized Representative

DIRECTORS AND OFFICERS LIABILITY COVERAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH®

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

- 1. Solely with respect to the coverage provided under this endorsement, Item 6. of the Declarations is deleted and replaced with the following:
 - Item 6. Retroactive Date: <Date>
- 2. For purposes of this endorsement, the term "**Wrongful Act**" means:
 - any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission by any director, officer or partner of the **Insured Organization** or by the **Insured Organization**; or
 - b. any matter claimed against any director, officer or partner of the **Insured Organization** by reason of their serving in such capacity.
- 3. Clause I. Insuring Clauses is amended to include the following:
 - To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period**, or during the **Optional Extension Period** (if applicable) arising out of any **Wrongful Act** on or after the Retroactive Date set forth in Item 6. of the **Declarations** and before the end of the **Policy Period** by the **Insured**.
- 4. Notwithstanding Clause X. Deductible, the Each Claim Deductible shall not apply if indemnification by the Insured Organization of any director, officer or partner of the Insured Organization for a Claim alleging a Wrongful Act is not permitted by law or if the Insured Organization is not able to indemnify solely by reason of its financial impairment.
- 5. Clause VI. Exclusions Applicable To All Insuring Clauses C. shall not apply to any **Claim** for a **Wrongful Act** which is:
 - a derivative action brought or maintained by or on behalf of a securities holder of the
 Insured Organization who, when such Claim is first made, is acting independently of
 and without the solicitation, assistance, participation or intervention of any Insured;
 - b. brought by a director, officer or partner of the **Insured Organization** in the form of a cross claim, third party claim or otherwise for contribution or indemnity; or
 - c. a written demand by one or more owners of voting securities of the Insured Organization upon the board of directors of the Insured Organization to bring a civil proceeding in a court of law against any of the directors, officers or partners for a Wrongful Act.

- 6. This coverage under this endorsement does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for a **Wrongful Act**:
 - a. for, arising out of or resulting from **Bodily Injury**, **Property Damage** or any **Pollution Condition**;
 - b. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - 1. the public offer, sale, solicitation or distribution of securities of the **Insured Organization**; or
 - 2. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;
 - c. for the return by any director, officer or partner of any remuneration paid to them without the previous approval of the appropriate governing body of the **Insured Organization**;
 - d. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture;
 - e. for actual or alleged breach of written contract, agreement, warranty, or guarantee; or
 - f. for the actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission in connection with the rendering of, or actual or alleged failure to render, **Professional Services** by or on behalf of the **Insured Organization**.
- 7. The coverage under this endorsement shall apply in excess of any other valid policy including any self insured retention or deductible portion thereof, whether such insurance is stated to by primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Damages** or **Claims Expenses** are collectible or recoverable under such other policy, unless such other policy is written only as specific excess insurance over the limit of liability of this Policy.

All other terms and conditions of this Policy remain unchanged	ΑII	other terms an	d conditions	of this	Policy	remain	unchanged	Į,
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Authorized Representative	

SERFF Tracking Number: BEAZ-125598640 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #10072 \$50

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125598640 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #10072 \$50

Company Tracking Number: BICI0044-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions

Liability

Product Name: AFB A&E Media Tech Liabilty Insurance Program

Project Name/Number: /BICI0044-AR

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 05/23/2008

Property & Casualty

Comments: Attachment:

NAIC Transmittal Document - AR.pdf

Review Status:

Satisfied -Name: Cover Letter Approved 05/23/2008

Comments: Attachment:

AR Cover Letter.pdf

Review Status:

Satisfied -Name: Authorization Letter Approved 05/23/2008

Comments: Attachment:

Authorization Letter.pdf

Review Status:

Satisfied -Name: Arkansas Consent Form Approved 05/23/2008

BICMU00210506AR

Comments: Attachment:

BICMU00210506AR.pdf

Review Status:

Satisfied -Name: Arkansas Amendatory Approved 05/23/2008

Endorsement

Comments:

Attachment:

AR-Arkansas AE Amendatory Endorsement.pdf

Property & Casualty Transmittal Document

1.	1. Reserved for Insurance 2. Ins		surance l	urance Department Use only			
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Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
	Filing Fees (Filer must provide check # and fee amount if applicable)
22.	[If a state requires you to show how you calculated your filing fees, place that calculation below]
	heck #:
ıA	mount:
	r to each state's checklist for additional state specific requirements or instructions on
calc	ulating fees.
***R	Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies
	uired, other state specific forms, etc.)
PC ⁻	TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[] New [] Replacement [] Withdrawn		
02			[] New [] Replacement [] Withdrawn		
03			[] New [] Replacement [] Withdrawn		
04			[] New [] Replacement [] Withdrawn		
05			[] New [] Replacement [] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
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08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1

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01			[] New [] Replacement [] Withdrawn		
02			[] New [] Replacement [] Withdrawn		
03			[] New [] Replacement [] Withdrawn		
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08			[] New [] Replacement [] Withdrawn		
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PC FFS-1

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10			[]New []Replacement []Withdrawn		

PC FFS-1

EDWARDS ANGELL PALMER & DODGE LLP

90 State House Square Hartford, CT 06103 860.525.5065 fax 860.527.4198 eapdlaw.com

John N. Emmanuel 860.541.7722 Fax 888.325.9085 jemmanuel@eapdlaw.com

April 8, 2008

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

RE: Beazley Insurance Company, Inc.

NAIC: Group Code: 0000 Company Code: 37540 FEIN: 04-2656602

AFB Architects & Engineers Media Tech Liability Insurance Program

Our Filing No.: BICI0044-AR

Type of Filing: Form

SERFF Filing Number: BEAZ-125598640

Dear Sir or Madam:

Beazley Insurance Company, Inc., a Connecticut domestic insurance company (the "Company"), has retained Edwards Angell Palmer & Dodge LLP to submit the enclosed form filing on its behalf. A copy of the letter authorizing our firm to act in this capacity is enclosed herewith.

This filing consists of the forms referenced in the attached Forms Listing, all of which are optional for our AFB Architects & Engineers Media Tech Liability Insurance Program. Please note that the endorsements are new forms and the renewal certificate is a replacement form.

Please feel free to contact the undersigned directly by telephone at 860.541.7722 or by e-mail at <u>jemmanuel@eapdlaw.com</u>, in the event you have any questions concerning the enclosed materials or any other matter related to this filing.

Sincerely,

John N. Emmanuel

Enclosures

April 7, 2008

RE:

Beazley Insurance

Company, Inc.
30 Batterson Park Road

Farmington, CT 06032

info@beazley.com

www.beazley.com

Phone (860) 677 3700 Fax (860) 679 0247 Beazley Insurance Company, Inc.

NAIC Company Code 37540

AFB Architects & Engineers Media Tech Liability Insurance Program Endorsement

and Revised Renewal Certificate Filing

To Whom It May Concern:

This letter will confirm that the firm of Edwards Angell Palmer & Dodge LLP is authorized to act on behalf of Beazley Insurance Company, Inc. (the "Company") in connection with the above filing.

The following individuals are authorized to act on behalf of the company with respect to this filing:

Theresa Feliciano Edwards Angell Palmer & Dodge LLP 90 State House Square, 9th Floor Hartford, CT 06103-3702

John N. Emmanuel Edwards Angell Palmer & Dodge LLP 90 State House Square, 9th Floor Hartford, CT 06103-3702

Michael T. Griffin Edwards Angell Palmer & Dodge LLP 90 State House Square, 9th Floor Hartford, CT 06103-3702

Please contact the undersigned if you have any questions.

Sincerely,

Marie A. Piccoli Assistant Secretary

Regulatory and Compliance

Marie Riccoli

beazley

Effective date of this Consent Form:<Effective Date>
This Consent Form is attached to and forms a part of Policy Number:<Policy Number>
Insurer: <Insurer>

ARKANSAS CONSENT FORM

The Applicant for this Insurance, as the Named Insured should a Policy be issued and acting on behalf of all **Insureds**, understands that this Policy includes **Claims Expenses** within the applicable Limit of Liability and agrees and consents to the following:

- Claims Expenses are part of and not in addition to the Limit of Liability for "Each Claim" and the "Aggregate" Limit of Liability set forth in the Declarations to this Policy; and
- 2. The payment of **Claims Expenses** will reduce and may completely eliminate the Limit of Liability for "Each Claim" and the "Aggregate" Limit of Liability set forth in the Declarations to this Policy.

This Consent Form is signed below by an officer of the Applicant with authority to act on behalf of the Applicant and all **Insureds** in connection with this Policy.

Applicant:	
PRINT APPLICANT'S NAME AS IT APPEARS IN ITEM 1. OF THE APPLICATION AND WIL APPEAR IN ITEM 1. OF THE DECLARATIONS	Ī
Ву:	
OFFICER'S SIGNATURE	

PRINT NAME AND TITLE OF PERSON SIGNING THIS CONSENT FORM

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH® INSURANCE POLICY

1. Clause I. INSURING CLAUSES A. through F. are deleted and replaced with the following:

A. Architects and Engineers Professional Liability Coverage

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period**, Automatic Extension Period or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, the Automatic Extension Period, within thirty (30) days after the expiration of the Automatic Extension Period, or during the **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission in rendering or failure to render **Professional Services** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** by the **Insured** or by any person, including an independent contractor, for whose negligent act, error or omission the **Insured Organization** is legally responsible.

B. Architects, Engineers and Contractors Pollution Liability Coverage

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period**, Automatic Extension Period or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, the Automatic Extension Period, within thirty (30) days after the expiration of the Automatic Extension Period, or during the **Optional Extension Period** (if applicable) for a **Pollution Condition** arising out of the rendering of or failure to render **Professional Services** or the performance of or failure to perform **Contracting Services** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** by the **Insured** or by any person, including an independent contractor, for whose **Pollution Condition** the **Insured Organization** is legally responsible.

The Insuring Clauses I.C., I.D., I.E. and I.F. below only apply if Item 7. of the Declarations indicates that these Insuring Clauses have been purchased.

C. Technology Based Services Coverage

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period**, Automatic Extension Period or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, the Automatic Extension Period, within thirty (30) days after the expiration of the Automatic Extension Period, or during the **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission, or any unintentional breach of contract, in rendering or failure to render **Technology Based Services** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** by the **Insured** or by any person, including an

independent contractor, for whose negligent act, error or omission or unintentional breach of contract the **Insured Organization** is legally responsible.

D. Technology Products Coverage

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period**, Automatic Extension Period or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, the Automatic Extension Period, within thirty (30) days after the expiration of the Automatic Extension Period, or during the **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission, or any unintentional breach of contract, by the **Insured** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** that results in the failure of **Technology Products** to perform the function or serve the purpose intended.

E. Computer Network Security Coverage

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period**, Automatic Extension Period or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, the Automatic Extension Period, within thirty (30) days after the expiration of the Automatic Extension Period, or during the **Optional Extension Period** (if applicable) arising out of any act, error or omission on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** in the course of providing or managing **Computer Systems** security by the **Insured** or by any person, including an independent contractor, for whose act, error or omission the **Insured Organization** is legally responsible that results in:

- 1. the inability of a third party, who is authorized to do so, to gain access to **Computer Systems** or your **Technology Based Services**;
- 2. the failure to prevent **Unauthorized Access** to **Computer Systems** that results in:
 - a. the destruction, deletion or corruption of electronic data on **Computer Systems**;
 - b. Theft of Data from Computer Systems; or
 - c. denial of service attacks against Internet sites or computers; or
- 3. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computers and systems.

F. Multimedia and Advertising Coverage

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of liability imposed by law or **Assumed Under Contract** resulting from any **Claim** first made against any **Insured** during the **Policy Period**, Automatic Extension Period or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, the Automatic Extension Period, within thirty (30) days after the expiration of the Automatic Extension Period, or during the **Optional Extension Period** (if applicable) arising out of one or more of the following acts committed on or after the

Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** in the course of the **Insured Organization's** performance of **Professional Services**, **Media Activities** or **Technology Based Services**:

- defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
- 2. invasion of or interference with the right to privacy or of publicity;
- 3. misappropriation of any name or likeness for commercial advantage;
- 4. false arrest, detention or imprisonment or malicious prosecution;
- 5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
- 6. plagiarism, piracy or misappropriation of ideas under implied contract;
- 7. infringement of copyright;
- 8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;
- 9. negligence regarding the content of any **Media Communication**, including harm caused through any reliance or failure to rely upon such content; or
- 10. misappropriation of trade secret.

Provided, however, Insuring Clauses I.A., I.B., I.C., I.D., I.E. and I.F. of this Insurance shall not apply to any **Claim** for or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of the **Insured Organization**.

2. Clause VIII. **DEFINITIONS** K. 6. is amended by the addition of the following:

Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct;

- 3. Clause IX. LIMIT OF LIABILITY C. is deleted and replaced with the following:
 - C. The Automatic Extension Period and the purchase of the Optional Extension Period shall not in any way increase the Limit of Liability of the Insurer. However, the Limit of Liability for the Optional Extension Period shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of the Policy's Limit of Liability at the beginning of the Policy Period.
- 4. Clause XII. NOTICE OF CLAIM OR CIRCUMSTANCE A. is amended by deleting the words "but in no event later than sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period**, if purchased" and replacing them with the following:

"but in no event later than sixty (60) days after the expiration of the Automatic Extension Period or during the **Optional Extension Period**, if purchased".

5. Clause XII. NOTICE OF CLAIM OR CIRCUMSTANCE is amended by the addition of the following parenthetical after the phrase "through persons named in Item 9.(a) of the Declarations" in Section A., B., and C.:

(or to any authorized agent of the Insurer with specific information sufficient to identify the Named Insured)

Clause XIII. OPTIONAL EXTENSION PERIOD is deleted and replaced with the following:

XIII. AUTOMATIC AND OPTIONAL EXTENSION PERIOD

- A. If the Named Insured or the Insurer cancels or nonrenews this Policy, then the Named Insured designated in Item 1. of the Declarations shall have an automatic extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Insurer during a period of sixty (60) days after the end of the **Policy Period**, following the effective date of cancellation or nonrenewal, but only with respect to any act, error or omission or **Pollution Condition** committed or arising on or after the Retroactive Date and before the effective date of cancellation or nonrenewal. This period shall be referred to herein as the "Automatic Extension Period".
- B. If the Named Insured or the Insurer cancels or nonrenews this Policy, then the Named Insured designated in Item 1. of the Declarations shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 8.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Insurer during the period of time set forth in Item 8.(b) of the Declarations after the end of the Automatic Extension Period, but only with respect to any act, error or omission or **Pollution Condition** committed or arising on or after the Retroactive Date and before the effective date of cancellation or nonrenewal. The premium for the **Optional Extension Period**, if purchased, shall be based on the rates and rating rules in effect at the inception of the **Policy Period**.
- C. The Insurer will provide written notice to the Named Insured and its agent advising of the availability of, the premium for, and the importance of purchasing the **Optional Extension Period**.
- D. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within sixty (60) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.
- E. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- F. The Limit of Liability applicable to the Automatic Extension Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**. The Limit of Liability for the **Optional Extension Period** shall be the greater of the amount of coverage remaining in the expiring Policy aggregate Limit of Liability or fifty percent (50%) of the aggregate Limit of Liability set forth in Item 3.(b) of the Declarations.
- G. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XIII.

- 7. Clause XVII. CANCELLATION AND NONRENEWAL B. is deleted and replaced with the following:
 - B. The Insurer may cancel this Policy by mailing or delivering to the Named Insured, at the address shown in the Declarations, and any lienholder or loss payee named in the Policy written notice stating when, not less than twenty (20) days thereafter, such cancellation shall be effective. However, if the Insurer cancels this Policy because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Insurer by mailing or delivering to the Named Insured, at the address shown in the Declarations, and any lienholder or loss payee named in the Policy written notice of cancellation stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall be equivalent to mailing.

Provided, however, if this Policy has been in effect for more than sixty (60) days or after the effective date of a renewal Policy, the Insurer may only cancel the Policy, as set forth in the preceding paragraph, for any of the following reasons:

- 1. nonpayment of premium;
- fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the Policy, continuing the Policy, or in presenting a Claim under the Policy;
- 3. the occurrence of a material change in the risk since the Policy inception date set forth in Item 2. of the Declarations that substantially increases any hazard insured against;
- 4. nonpayment of membership dues in those cases in which the bylaws, agreements, or other legal instruments of the Insurer issuing the Policy require payment as a condition of the issuance and maintenance of the Policy; or
- 5. a material violation of a material provision of the Policy.
- 8. Clause **XXI. SUBROGATION** is amended by the addition of the following:

Provided, however, the Insurer shall have no right to subrogation unless the **Insured** has been fully compensated for its **Damages** and **Claims Expenses** under the Policy.

- The phrase "Optional Extension Period", wherever it appears in Clause III. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS B. 1., Clause VIII. DEFINITIONS R., Clause IX. LIMIT OF LIABILITY C., and Clause X. DEDUCTIBLE shall be deemed to include "Automatic Extension Period".
- 10. This Policy is amended by the addition of the following:

Notwithstanding anything to the contrary in Clause II. SUPPLEMENTARY PAYMENTS B. and Clause VI. EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES A., the Insured shall attend arbitration proceedings, at the Insurer's request, if the Insured voluntarily agreed to arbitrate the Claim.

All other terms and conditions of this Policy remain unchanged.		
	Authorized Representative	